## Wickenburg Children's cultural Organization (WCO) Little Red Schoolhouse Property Use Agreement

Thank you for choosing the historic Garcia Little Red Schoolhouse for your event. We are happy to open the building for this event and are sure that the location will serve your purposes.

## Conditions of rental:

| 1. | CONTACT INFORMATION. List below the contact information for rental of our facility:   |  |
|----|---|--|
|    | Renter:   |  |
|    | Address:  |  |
|    | Email: Phone:   |  |
| 2. | TIME, DATE, & NATURE OF EVENT. You have agreed to use the space on the day of, 20 from a.m./p.m. to a.m./p.m. for use for   |  |
| 3. | FEES & ACCESS. The use fee is \$ payable on or before Access to the building and grounds for set-up prior to the event will be granted as required.   |  |
| 4. | DEPOSIT. There is a \$ refundable security deposit to secure the date. The deposit will be returned within thirty (30) days after the event, less any amount required to restore premises to good condition and repair.   |  |
| 5. | INDEMNIFICATION. You agree to protect, indemnify, and hold harmless WCO from and against any and all claims, demands, and causes of action of any nature for injury to or death of persons or loss of or damage to property occurring on the premises, the adjoining sidewalks, streets, or parking areas, in any manner growing out of or connected with your use and occupation of said premises. |  |

- 6. ACCIDENTS. All personal property on the premises shall be at your own risk. WCO shall not be liable for any damage, either to persons or property, sustained by you or others on the premises.
- 7. INSURANCE. You shall maintain, at all times during the use of the building, Event Liability insurance covering the premises unless waived by WCO. For example: <a href="https://www.theeventhelper.com">www.theeventhelper.com</a>
  - A. Wickenburg Cultural Organization shall be named as the additional insured on the policy as respects any claim arising out of the use of the property.
  - B. You shall have the insurance carrier providing insurance furnish directly to WCO a Certificate of Insurance as evidence that the required insurance is in force.
- 8. COMPLIANCE WITH LAWS. You shall comply with all laws, ordinances, requirements, and regulations of federal, state, municipal, and other authorities, including insurance underwriters. You shall not conduct any activity that is unlawful, hazardous, nor which would increase WCO's insurance premiums on the said premises. In the event of noncompliance, you shall be solely responsible to remedy the violation and shall solely bear the cost of compliance.
- 9. ADVERTISING. You are solely responsible for any promotion of your event.
- 10. ALTERATIONS. You shall make no alterations, additions, or improvements, nor attach any fixtures, in or to the premises without approval of WCO.
- 11. CARE OF PREMISES. You shall be responsible for and maintain the property in a clean and orderly condition acceptable to WCO. All equipment such as tables, chairs, tents, heaters, etc. that are set up outside must be removed the day of your event unless prearranged with WCO. You shall be responsible for all aspects of care of the structures and grounds including, but not limited to, the roof, walls, windows, carpets, parking lot, restrooms, basketball court, gazebo and entrance way. Those in charge of the event shall be responsible for set-up before the event as well as clean-up after the event.
- 12. EQUIPMENT & STAFFING. You shall have access to thirty (30) metal folding chairs and twenty (20) padded wooden chairs. Four (4) small folding tables and a podium with microphone are also available for use. Audio visual equipment is available upon request for an additional fee, set up provided by WCO. You are solely responsible for any staffing needs.
- 13. FOOD & BEVERAGES. You shall be responsible for arranging for and paying for any and all food and beverages served at your event. There are no kitchen facilities on the property. The WCO does not provide a liquor license, you are responsible for providing this for your event, if needed. Contact Town of Wickenburg.
- 14. RESTROOMS. The Schoolhouse has an outdoor public restroom. You shall be responsible for cleanup of the restroom after its use.

15. NON-WAIVER OF BREACH. The failure of any party to insist upon strict performance of any covenant or agreement of this Property Use Agreement, shall not be construed to be a waiver or relinquishment of any such covenant or agreement, but the same shall remain in full force and effect.

If you need any information about the Schoolhouse and its history prior to the event, please let us know.

| Signature of Lessee | Signature of Lessor  |
|---------------------|--|
| Organization        | Charilyn Kientz, WCO President<br>928-231-9406<br>ckbenicia@aol.com        |
| Date                | Make check payable to:   |
| Date of Event       | Wickenburg Children's cultural Org. 245 N. Tegner St. Wickenburg, AZ 85390 |